

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
(EASTERN DIVISION - BOSTON)

<p>KIRA WAHLSTROM,</p> <p>Plaintiff,</p> <p>-against-</p> <p>DAVID J. HOEY, LAW OFFICES OF DAVID J. HOEY, P.C., DON C. KEENAN, D.C. KEENAN & ASSOCIATES, P.C. D/B/A THE KEENAN LAW FIRM, P.C., AND KEENAN’S KIDS FOUNDATION, INC.</p> <p>Defendants</p>	<p>Civil Case No. 1:22-cv-10792-RGS</p>
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**PLAINTIFF KIRA WAHLSTROM’S MOTION
FOR PARTIAL SUMMARY JUDGMENT**

Pursuant to Rule 56, Fed. R. Civ. P. and Local Rule 56.1, plaintiff Kira Wahlstrom, moves for partial summary judgment against Defendants David J. Hoey, Law Offices of David J. Hoey, P.C., Don C. Keenan, D.C. Keenan & Associates, P.C. d/b/a The Keenan Law Firm, P.C., and Keenan’s Kids Foundation, Inc.

Pursuant to Local Rule 7.1, undersigned counsel for Ms. Wahlstrom certifies that counsel for all parties conferred with counsel for all Defendants to attempt in good faith to resolve or narrow the issues but this dispute could not be resolved or narrowed.

On this motion, Ms. Wahlstrom contends that there are no genuine issues of material fact and that she is entitled to summary judgment as a matter of law on her claims that Defendants Hoey and Keenan (and their firms) violated Massachusetts General Law Chapter 93A, breached their fiduciary duty to her, and that they converted monies owed to her from the recovery in the

premises liability case in which they represented her. Ms. Wahlstrom also moves for judgment on her conversion claim against Keenan's Kids Foundation.¹

Specifically, Ms. Wahlstrom contends these attorneys violated Chapter 93A and their fiduciary duties by inducing her to enter a new contingency fee agreement just before her trial in violation of the Massachusetts Rules of Professional Conduct applicable to attorneys and in breach of their fiduciary duty to her and by thereafter charging and taking the following improper fees and unreasonable expenses while failing to obtain Ms. Wahlstrom's informed consent to these charges: an appeal contingency fee of \$695,808.57, fees of additional attorneys engaged without advanced notice or consent and engaged to protect Hoey and Keenan's own interests (Attorney Amy Goganian's fees of \$41,231.72; Attorney Richard Goren's fees of \$20,824.00; Attorney James Bolan's fees of \$8,432.39; Attorney John Vail's fees of \$2,655.00; Attorney Catherine Giordano's fees of \$1,316.00; and Lewis Brisbois Bisgaard's fees of \$561.25), and finance charges incurred for litigation financing by Advocate Capital of \$238,829.29, all totaling: \$1,009,658.22.

Ms. Wahlstrom also moves for summary judgment that Defendants acted knowingly or willfully to entitle her to multiple damages along with penalty interest applied under Massachusetts law.

In support of this motion Ms. Wahlstrom relies on the accompanying memorandum of law, separate statement of material facts, Declaration of Kira Wahlstrom, Declaration of Bridget Zerner and Exhibits 1 to 64.

¹ As Ms. Wahlstrom's fraud claim against these attorneys involves a state of mind element typically not appropriate for summary judgment, she does not move for summary judgment on that claim but will present the proof of their fraud to a jury at trial along with certain other unfair charges that will require a factfinder.

Dated: August 14, 2023

Respectfully submitted,

/s/ Bridget A. Zerner

Bridget A. Zerner (BBO No. 669468)

John J.E. Markham, II (BBO No. 638579)

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Attorneys for the Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on August 14, 2023 this document was served by electronic delivery through the CM/ECF system on the registered participants as identified on the Notice of Electronic Filing, which will forward copies to Counsel of Record.

/s/ Bridget A. Zerner

Bridget A. Zerner